

RECEIVED
FEDERAL ELECTION COMMISSION
2016 OCT 14 PM 4:18

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WASHINGTON, D.C. 20007-5109
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WRITER'S DIRECT LINE
202.295.4081
cmitchell@foley.com EMAIL

CLIENT/MATTER NUMBER
999100-0100

CELA

July 18, 2016

Via Electronic Mail: dpetalas@fec.gov, jjordan@fec.gov

Mr. Daniel A. Petalas, Esq.
Acting General Counsel
Federal Election Commission
999 E Street, NW
Washington, DC 20463

Mr. Jeff Jordan, Esq.
Assistant General Counsel
Complaints Examination and Legal Administration
Federal Election Commission
999 E Street, NW
Washington, DC 20463

Re: **MUR 6440** and MUR 7093 – Friends of Frank Guinta and
Frank Guinta;

Dear Mr. Petalas and Mr. Jordan:

The undersigned serves as counsel to the Honorable Frank Guinta (R-NH), Congressman from the 1st District of New Hampshire and Friends of Frank Guinta, the principal authorized committee for Frank Guinta's congressional campaign ("the Committee"), (collectively, "the Respondents").

As you are aware, the Respondents and the Federal Election Commission ("the Commission" or "the FEC") entered into an agreed settlement of MUR 6440 which was approved by the Commission on April 29, 2015. I received a letter from the Commission dated May 6, 2015 notifying me of the Commission's acceptance of the settlement of MUR 6440. See Attached Exhibit A, Notice of Acceptance of Conciliation Agreement and attached Signed Conciliation Agreement, dated May 5, 2015.

Respondents voluntarily agreed that the Committee would repay \$355,000 to the Guinta Family Fund on or before May 5, 2016, and an agreed civil penalty. See Conciliation Agreement.

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On April 15, 2016, the Committee reported that it had repaid the \$355,000 to the Guinta Family Fund pursuant to the terms of the Conciliation Agreement. See Exhibit B, April 2016 Quarterly Report of Friends of Frank Guinta, p. 57.

From and after the public disclosure of Respondents' compliance with the terms of the Conciliation Agreement, Rep. Guinta's partisan political opponents have made ongoing negative public statements and assertions regarding Respondents' actions taken *to comply* with the terms of the Conciliation Agreement. These ongoing assaults and false allegations led me to contact the Office of General Counsel in April of this year, following the public attacks against Rep. Guinta and the Committee.

My request was to inquire as to whether there were any outstanding issues or Commission concerns related to the repayment by Rep. Guinta of amounts that earlier been repaid to him by the Committee, for his loans to the 2010 campaign. See Exhibit C, April 20, 2016 Email from Cleta Mitchell to Tracey Ligon

On April 27, 2016, I received a phone call from Mr. Mark Allen in the Office of General Counsel, confirming that, indeed, the Respondents have complied with the terms of the Conciliation Agreement, per the negotiated settlement of MUR 6440, with no further obligations under the terms of the Conciliation Agreement. A transcript of that phone message is attached as Exhibit D.

Last week, my clients received notice from the Commission of a 'new complaint', MUR 7093, which is comprised entirely of allegations associated with the Respondents' compliance with the Conciliation Agreement. The complaining party is Mr. Fergus Cullen. [Note: The Commission is in possession of the complaint, having forwarded it to Respondents. It is, accordingly, not attached here].

The purpose of this letter is to demand that the Complaint be rejected by the Commission, the MUR closed and the Complaint returned to Mr. Cullen with the explanation as to why it cannot, under the provisions of federal law, be received or processed, for the following reasons:

1. The statute bars the Commission from entertaining this Complaint.

The allegations in the Complaint arise from Respondents' *compliance* with the terms of the Conciliation Agreement, to-wit:

"In its 2015 July Quarterly Report, the Committee reclassified the outstanding loans due to Frank Guinta. In that report, the Committee eliminated the old loans and the remaining balance of \$188,500 and recorded a new debt of \$355,000 payable to the "Guinta Family Fund." This action was taken pursuant to the conciliation agreement that

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Page 3

Frank Guinta and the Committee entered into with the Commission. (emphasis added)
Complaint, p. 1 [Note: The Complaint repeatedly references Respondents' actions taken to *comply* with the terms of the Conciliation Agreement, which is the basis for the entire Complaint.]

However, the statute clearly states that there can be no cause of action or further inquiry arising from the Respondents' compliance with the terms of the Conciliation Agreement. 52 U.S.C. §30109(a) (4)(A)(i) precludes the Commission from taking any action in this MUR: "A conciliation agreement, unless violated, is a complete bar to any further action by the Commission, including the bringing of a civil proceeding under paragraph (6)(A)." (emphasis added)

The Commission has noted that Respondents are fully in compliance with the terms and requirements of the Conciliation Agreement. Accordingly, the Complaint must be rejected outright by the Commission and no further action taken with regard to its allegations, because the statute prohibits any other response to this MUR.

2. The Complainant lacks standing to bring this Complaint and it must be rejected.

Only the Commission has standing to enter into a conciliation agreement with a respondent. See 52 U.S.C. §30109(a)(4)(A). Further, in the event of a *violation* of a conciliation agreement, only the Commission has standing to pursue a civil action to enforce the provisions of the conciliation agreement. See 52 U.S.C. §30109(a)(5)(D): "In any case in which a person has entered into a conciliation agreement with the Commission under paragraph (4)(A), the Commission may institute a civil action for relief under paragraph (6)(A) if it believes that the person has violated any provision of such conciliation agreement. For the Commission to obtain relief in any civil action, the Commission need only establish that the person has violated, in whole or in part, any requirement of such conciliation agreement." (emphasis added)

There is no authority for a third party to complain about Respondents' compliance with or violation of the terms of a conciliation agreement. Only the Commission has that authority.

Respondents here have fully complied with the terms of the Conciliation Agreement, as acknowledged by the Office of General Counsel. The terms of the Conciliation Agreement required certain things:

- That the Respondents amend its FEC reports to reflect that the source of the personal funds contributed to Rep. Guinta's 2010 campaign were from the Guinta family, and not Rep. Guinta, individually. Respondents did that.
- That the Respondents pay a \$15,000 civil penalty within thirty (30) days of the Conciliation Agreement. Respondents did that.

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- That the Committee repay to the Guinta family \$355,000, which is the amount loaned by Rep. Guinta to his campaign during the 2010 election cycle. The deadline for repayment of the \$355,000 by the Committee to the Guinta family was May 5, 2016. The Committee repaid the amount on January 15, 2016, well in advance of the deadline established by the Conciliation Agreement.

The Office of General Counsel has since advised Respondents that they have fully discharged their obligations under the terms of the Conciliation Agreement. Absent a failure to comply with the terms of the Conciliation Agreement – something that neither the Commission *nor* the Complainant allege, the Complaint must be returned to the Complainant because he has no standing to bring these allegations against Respondent.

A third party cannot complain about either the compliance with or the violation of the terms of a conciliation agreement, the statute having vested the Commission with sole authority to raise any matter related to a conciliation agreement. The complainant's lack of standing to file the complaint is a further bar to this proceeding.

3. Complainant is attacking the terms of the Conciliation Agreement, which he lacks any legal standing to pursue or challenge.

The new Complaint alleges that Respondents' *compliance* with the terms of the Conciliation Agreement have resulted in additional violations of law. At bottom, the Complaint takes issue with the *terms* of the Conciliation Agreement itself, something that the Complainant has no standing to challenge. Only the Commission is authorized under the law to initiate, negotiate and enforce conciliation agreements. 52 U.S.C. §30109(a).

Not that it matters, as the Complaint is jurisdictionally defective and must be rejected by the Commission, but it should be noted that within the Conciliation Agreement, there was no reference or directive as to whether the repayment to the Guinta Family Fund was to come from primary or general election funds raised by the Committee. Since the disbursement of general election funds was not in connection with the 2016 General Election, but was for purposes of complying with the Conciliation Agreement, this allegation is legally spurious on its face.

Further, during the course of the negotiations, Respondents asked the Office of General Counsel how to treat the amounts¹ that had been repaid earlier by the Committee to Rep. Guinta.

¹ At the time of the initial contact on April 20, 2016 from Respondents' counsel to the Office of General Counsel, the amount referenced was not the accurate amount that had been repaid by the Committee to Rep. Guinta. After further research, Respondents concluded that the total amount previously repaid was \$81,500, rather than the \$55,000 referenced in counsel's April 20, 2016 communication.

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After due consideration, Respondents were advised by the Office of General Counsel that the earlier repayment(s) were not related to the repayment of the \$355,000 to the Guinta Family Fund and the Respondents were free to treat those payments however they chose. Rep. Guinta has chosen to repay that amount to the Committee, but it was neither required nor prohibited by the terms of the Conciliation Agreement.

In summary, Respondents *should not* and *cannot* legally be subjected to another round of investigation by your office arising from their compliance with the terms of the Conciliation Agreement.

We will expect the Complaint to be returned to Mr. Cullen, so noting that this Complaint is barred by the statute and further that he lacks standing to challenge compliance with the Respondents' negotiated Conciliation Agreement with the Commission or to challenge the terms of the Conciliation Agreement.

Please contact me at 202.295.4081 if you have any questions. Thank you.

Sincerely,

/s/ Cleta Mitchell

Cleta Mitchell, Esq., Counsel
The Honorable Frank Guinta
Friends of Frank Guinta

cc: The Honorable Frank Guinta
Paul Kilgore, Treasurer, Friends of Frank Guinta
Mr. Mark Allen, Esq., Office of General Counsel
Ms. Tracey Ligon, Esq., Office of General Counsel

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Attachments:

Exhibit A: May 6, 2015 Letter from FEC To Cleta Mitchell, with Signed Conciliation Agreement

Exhibit B: April 2016 Quarterly FEC Report of Friends of Frank Guinta

Exhibit C: April 20, 2016 – email from Cleta Mitchell to Tracey Ligon, FEC Office of General Counsel

Exhibit D: April 27, 2016 - transcript of voicemail message from Mark Allen, FEC Office of General Counsel to Cleta Mitchell

17044426191



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

VIA FACSIMILE ((202) 672-5399) AND U.S. MAIL

Cleta Mitchell, Esq.
Foley & Lardner LLP
Washington Harbour
3000 K Street, N.W., Suite 600
Washington, DC 20007-5109

MAY - 6 2015


RE: MUR 6440
Frank Guinta
Friends of Frank Guinta
Paul Kilgore in his official capacity as treasurer
Richard Guinta
Magdalene Virginia Guinta

Dear Ms. Mitchell:

On April 29, 2015, the Federal Election Commission accepted the signed conciliation agreement submitted on your clients' behalf in settlement of violations of 2 U.S.C. §§ 434(b) and 441a(f) (now 52 U.S.C. §§ 30104(b) and 30116(f)), provisions of the Federal Election Campaign Act of 1971, as amended. Accordingly, the file has been closed in this matter.

Documents related to the case will be placed on the public record within 30 days. See Statement of Policy Regarding Disclosure of Closed Enforcement and Related Files, 68 Fed. Reg. 70,426 (Dec. 18, 2003) and Statement of Policy Regarding Placing First General Counsel's Reports on the Public Record, 74 Fed. Reg. 66,132 (Dec. 14, 2009). Information derived in connection with any conciliation attempt will not become public without the written consent of the respondents and the Commission. See 52 U.S.C. § 30109(a)(4)(B) (formerly 2 U.S.C. § 437g(a)(4)(B)).

Enclosed you will find a copy of the fully executed conciliation agreement for your files. Please note that the civil penalty is due within 60 days, and the refund is required to be made within twelve months, of the conciliation agreement's effective date. If you have any questions, please contact me at (202) 694-1650.

Sincerely,

Tracey L. Ligon
Attorney

Enclosure
Conciliation Agreement

MAY 8 2015

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FEC MAIL CENTER
2015 APR 22 PM 2:06

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
 Frank Guinta)
)
 Friends of Frank Guinta and)
 Paul Kilgore in his official capacity as treasurer)

MUR 6440

OFFICE OF THE
CLERK OF THE
FEDERAL ELECTION COMMISSION
2015 APR 22 PM 4:01

CONCILIATION AGREEMENT

This matter was initiated by a signed, sworn, and notarized complaint. The Federal Election Commission ("Commission") found reason to believe that Frank Guinta violated 2 U.S.C. § 441f (now 52 U.S.C. § 30122), and that Friends of Frank Guinta and its treasurer in his official capacity, (collectively, "Respondents") violated 2 U.S.C. §§ 434(b) and 441a(f) (now 52 U.S.C. §§ 30104(b) and 30116(f)).

NOW, THEREFORE, the Commission and the Respondents, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

- I. The Commission has jurisdiction over the Respondents and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 52 U.S.C. § 30109(a)(4)(A)(i) (formerly 2 U.S.C. § 437g(a)(4)(A)(i)).
- II. Respondents have had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondents enter voluntarily into this agreement with the Commission.
- IV. The pertinent facts in this matter are as follows:
 - 1. Frank Guinta was a candidate in the 2010 election for the U. S. House of Representative's seat in New Hampshire's 1st Congressional District.

MUR 6440
Conciliation Agreement
Frank Guinta
Friends of Frank Guinta
Paul Kilgore in his official capacity as treasurer

2. Friends of Frank Guinta is a political committee within the meaning of 52 U.S.C. § 30101(4)(A) (formerly 2 U.S.C. § 431(4)(A)), and is Frank Guinta's principal campaign committee within the meaning of 52 U.S.C. § 30101(5) (formerly 2 U.S.C. § 431(5)).

3. Paul Kilgore is the treasurer of Friends of Frank Guinta, but was not the treasurer during the 2010 election cycle.

4. Under the Federal Election Campaign Act of 1971, as amended ("the Act"), a contribution is any gift, subscription, loan, advance, or deposit of money or anything of value made by any person for the purpose of influencing any election for Federal office. 52 U.S.C. § 30101(8)(A)(i) (formerly 2 U.S.C. § 431(8)(A)(i)). The Act prohibits any person from making contributions "to any candidate and his authorized political committee with respect to any election for Federal office which, in the aggregate, exceed \$2,000." 52 U.S.C. § 30116(a)(1)(A) (formerly 2 U.S.C. § 441a(a)(1)(A)). Indexed for inflation, this contribution limit was \$2,400 in the 2010 election cycle. This contribution limit also applies to a candidate's family members. The Act prohibits any candidate or political committee from knowingly accepting any contribution made in violation of the Act's contribution limitations. 52 U.S.C. § 30116(f) (formerly 2 U.S.C. § 441a(f)).

5. All contributions made by persons other than political committees must be reported in accordance with 52 U.S.C. § 30104(b)(2)(A) (formerly 2 U.S.C. § 434(b)(2)(A)). Political committees must report the identification of each person who makes a contribution or contributions with an aggregate value in excess of \$200 during the reporting period, together with the date and amount. 52 U.S.C. § 30104(b)(3) (formerly 2 U.S.C. § 434(b)(3)).

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Frank Guinta
Friends of Frank Guinta
Paul Kilgore in his official capacity as treasurer

6. "Personal funds of a candidate" is defined, in relevant part, as "[a]mounts derived from any asset that, under applicable State law, at the time the individual became a candidate, the candidate had legal right of access to or control over, and with respect to which the candidate had -- (1) Legal and rightful title; or (2) An equitable interest." 52 U.S.C. § 30101(26) (formerly 2 U.S.C. § 431(26)); 11 C.F.R. § 100.33.

7. On June 30, 2009, Guinta's parents each contributed \$2,400 to Friends of Frank Guinta for Guinta's primary election. Each also contributed \$2,400 on September 30, 2009, for his general election. Thus, they each contributed the maximum amount that they could permissibly contribute to Friends of Frank Guinta during the 2009-2010 election cycle.

8. Between June 2009 and September 2010, Guinta received \$381,000 in the form of checks made payable to him, drawn from accounts held in Guinta's parents' names, to which Guinta contends he had an equitable interest under state law, as set forth below.

Checks Signed by Guinta's Father	
06/28/2009	\$22,000
Checks Signed by Guinta's Mother	
03/29/2010	\$100,000
06/17/2010	\$50,000
06/30/2010	\$75,000
08/18/2010	\$40,000
09/02/2010	\$19,000
09/02/2010	\$25,000
09/03/2010	\$1,000
09/08/2010	\$25,000
09/10/2010	\$24,000
SUBTOTAL: \$359,000	
TOTAL: \$381,000	

MUR 6440
Conciliation Agreement
Frank Guinta
Friends of Frank Guinta
Paul Kilgore in his official capacity as treasurer

9. Guinta used the funds he received from accounts held in his parents' names between June 2009 and September 2010 to make \$355,000 in loans to his campaign committee, as follows.

06/30/2009	\$20,000
03/28/2010	\$100,000
06/27/2010	\$125,000
09/03/2010	\$60,000
09/10/2010	\$50,000
TOTAL: \$355,000	

10. In disclosure reports filed with the Commission, Friends of Frank Guinta and its treasurer in his official capacity disclosed that the \$355,000 Guinta loaned his campaign committee came from his personal funds.

11. Guinta made certain documents, financial data, and materials available to the Commission for inspection during the course of the investigation, which Guinta contends demonstrate that all funds loaned to the Guinta campaign were funds to which Guinta had an equitable interest pursuant to state law. Guinta contends that those funds were derived from long-held family accounts into which Guinta had made contributions over many years. Guinta further contends that the source(s) of the funds Guinta accessed for his 2010 campaign were in the nature of family funds enhanced by the contributions Guinta made to the family fund(s). In addition, Guinta contends that the sources of the funds Guinta accessed for his 2010 campaign were not disclosed on his Candidate's Personal Financial Disclosure Report because the Guinta family funds were not required to be disclosed on that report filed with the U.S. House of Representatives.

MUR 6440
Conciliation Agreement
Frank Guinta
Friends of Frank Guinta
Paul Kilgore in his official capacity as treasurer

V. The parties agree to the following, for purposes of resolving this Matter Under Review:

1. During his 2010 campaign, Friends of Frank Guinta and its treasurer in his official capacity did not properly disclose that the funds Guinta loaned to his committee were drawn from accounts held in Guinta's parents' names, which Respondents contend are Guinta family funds, as required by 52 U.S.C. § 30104(b) (formerly 2 U.S.C. §§ 434(b)), and the Commission concludes that Friends of Frank Guinta accepted excessive contributions as a result in violation of 52 U.S.C. § 30116(f) (formerly 441a(f)).

VI. 1. Respondents will pay a civil penalty of Fifteen Thousand Dollars (\$15,000) pursuant to 52 U.S.C. § 30109(a)(5)(A) (formerly 2 U.S.C. § 437g(a)(5)(A)). The civil penalty will be due no more than sixty (60) days from the date this Agreement becomes effective.

2. Friends of Frank Guinta and its treasurer in his official capacity will cease and desist from violating 52 U.S.C. §§ 30104(b) and 30116(f) (formerly 2 U.S.C. §§ 434(b) and 441a(f)).

3. Friends of Frank Guinta and its treasurer in his official capacity will refund the \$355,000 loaned to Friends of Frank Guinta within twelve months of the effective date of this agreement.

4. Friends of Frank Guinta and its treasurer in his official capacity will submit to the Commission's Reports Analysis Division one miscellaneous filing that will serve to amend its reports to reflect that the funds at issue were obtained from accounts held in Guinta's parents' names, which Respondents contend are Guinta family funds.

MUR 6440
Conciliation Agreement
Frank Guinta
Friends of Frank Guinta
Paul Kilgore in his official capacity as treasurer

VII. The Commission, on request of anyone filing a complaint under 52 U.S.C. § 30109(a)(1) (formerly 2 U.S.C. § 437g(a)(1)) concerning the matters at issue herein or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

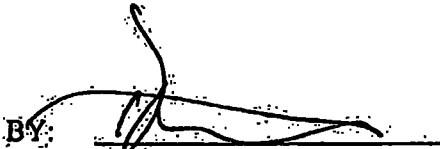
VIII. This agreement shall become effective as of the date that all parties hereto have executed same and the Commission has approved the entire agreement.

IX. Except where otherwise provided, Respondents shall have no more than 30 days from the date this agreement becomes effective to comply with and implement the requirements contained in this agreement and to so notify the Commission.

X. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

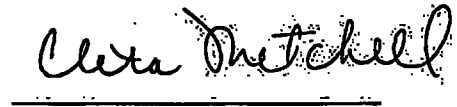
FOR THE COMMISSION:

May 5, 2015
Date

BY: 
Daniel A. Petalas
Associate General Counsel
for Enforcement

FOR THE RESPONDENTS:

April 17, 2015
Date


Cleta Mitchell, Esq.
Counsel, Friends of Frank Guinta and
Frank Guinta

**FEC
FORM 3****REPORT OF RECEIPTS
AND DISBURSEMENTS**

For An Authorized Committee

Office Use Only

1. NAME OF
COMMITTEE (in full)

TYPE OR PRINT ▼

Example: If typing, type
over the lines.

12F64M5

Friends Of Frank Guinta

ADDRESS (number and street)

Po Box 877

Check if different
than previously
reported. (ACC)

Manchester

NH

03105

2. FEC IDENTIFICATION NUMBER ▼

CITY ▲

STATE ▲

ZIP CODE ▲

STATE ▼ DISTRICT

C 00046:350

3. IS THIS
REPORT

X

NEW
(N) ORAMENDED
(A)

NH

01

4. TYPE OF REPORT (Choose One)

(a) Quarterly Reports:

X

April 15 Quarterly Report (Q1)

July 15 Quarterly Report (Q2)

October 15 Quarterly Report (Q3)

January 31 Year-End Report (YE)

Termination Report (TER)

(b) 12-Day PRE-Election Report for the:

Primary (12P)

General (12G)

Runoff (12R)

Convention (12C)

Special (12S)

Election on

in the
State of

(c) 30-Day POST-Election Report for the:

General (30G)

Runoff (30R)

Special (30S)

Election on

in the
State of

5. Covering Period

01

01

2016

through

03

31

2016

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

Type or Print Name of Treasurer

Paul Kilgore

Signature of Treasurer

Paul Kilgore

(Electronically Filed)

Date

04

15

2016

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. §437g.

Office
Use
Only**FEC FORM 3**
(Revised 02/2003)

SCHEDULE D (FEC Form 3)**DEBTS AND OBLIGATIONS****Excluding Loans**(Use separate
schedule(s)
for each
numbered line)

PAGE 57 OF 57

FOR LINE NUMBER:
(check only one)☐ 9
☒ 10

NAME OF COMMITTEE (In Full)

Friends Of Frank Guinta

A. Full Name (Last, First, Middle Initial) of Debtor or Creditor

Guinta Family Fund

Nature of Debt (Purpose):

Pursuant to Contribution Agreement

Mailing Address PO Box 877

City State

Zip Code

Manchester

NH

03105-0877

Outstanding Balance Beginning This Period

355000.00

Transaction ID : D14FCCG740A4S4963958

Amount Incurred This Period

0.00

Payment This Period

355000.00

Outstanding Balance at Close of This Period

0.00

H. Full Name (Last, First, Middle Initial) of Debtor or Creditor

Nature of Debt (Purpose):

Mailing Address

City State

Zip Code

Outstanding Balance Beginning This Period

Amount Incurred This Period

Payment This Period

Outstanding Balance at Close of This Period

C. Full Name (Last, First, Middle Initial) of Debtor or Creditor

Nature of Debt (Purpose):

Mailing Address

City

State

Zip Code

Outstanding Balance Beginning This Period

Amount Incurred This Period

Payment This Period

Outstanding Balance at Close of This Period

1) SUBTOTALS This Period This Page (optional)

0.00

2) TOTALS This Period (last page this line number only)

0.00

3) TOTAL OUTSTANDING LOANS from Schedule C (last page only)

4) ADD 2) and 3) and carry forward to appropriate line of Summary Page (last page only)

On Apr 21, 2016, at 7:30 AM, "tligon@fec.gov" <tligon@fec.gov> wrote:

Hi Cleta,

Sorry for the delayed response. I am on a detail these days so Mark Allen will be responding to your request. If he has not already done so, he will likely contact you today to help with your question.

Best,
Tracey

Tracey L. Ligon
Attorney and Acting Deputy Ethics Official
Federal Election Commission
999 E. Street, NW
Washington, DC 20463
202.694.1554

From: "CMitchell@foley.com" <CMitchell@foley.com>
To: Tracey Ligon <tligon@fec.gov>
Date: 04/20/2016 12:48 PM
Subject: Guinta

Tracey - are you around to talk today? The Guinta campaign repaid the \$355,000 to the Guinta Family Fund in 1st quarter. Reported it Friday.

Now we need to know what to do about the approx \$55,000 that the campaign had repaid to Rep. Guinta prior to the Conciliation Agreement. Remember that when I brought that up during our discussions, OGC advised that those were separate things and that amount should not be deducted from the \$355,000.

Now that the \$355,000 has been fully repaid to the Guinta family fund, how do we treat the earlier repayment? Do we refund it to the campaign? And the source of repayment would be the Guinta Family Fund - which Rep Guinta has been a signor on since 2010. And has reported his interest in the fund on his financial disclosure report ever since the original amendment.

Can you please let me know when you can discuss this - as it is the final aspect of the Conciliation agreement. We do not want to do anything wrong so that's why I'm reaching out.

Let me know your availability to discuss.
Thanks

Cleta

Cleta Mitchell, Esq.
Foley & Lardner, LLP
cmitchell@foley.com
(cell)

17044426201

This is Mark Allen calling from the Federal Election Commission regarding your April 20 email about the money repaid from the committee to Mr. Guinta

I don't see anything in the agreement that requires any action one way or another so I don't think the Commission or OGC can really say anything about those funds; can't provide any advice re what to do with them.

As you note in your email, the committee did what it was required to do under the agreement with the refund, so that should end things, so I don't think there is anything that we have to suggest or certainly not to direct as to Mr Guinta's use of those funds

Anyway, I'm here. 202 694-1588 Wednesday afternoon

(Phone message received April 27, 2016)

17044426203